

Remarks

Claims 1-37 are pending in the present application with claims 7-9, 15, 16, 24-26, 32, 33, and 35-37 withdrawn from consideration and with claims 1, 18, and 37 in independent form. No claims have been amended, cancelled, or added as part of this Response.

Claims 1, 2, 10-14, 17-23, and 34 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,023,888 to Dover (hereinafter Dover). Claims 3 and 20 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Dover in view of U.S. Patent No. 6,370,824 to Keeney et al. (hereinafter Keeney et al.). Claims 4-6, 22, and 23 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Dover in view of U.S. Patent No. 5,918,421 to Nozaki (hereinafter Nozaki).

Independent claims 1 and 18 stand rejected as being obvious over Dover. The Applicant respectfully traverses these rejections. Notably, the Examiner states that independent claims 1 and 18 are considered product-by-process claims. The Applicant respectfully disagrees. The Examiner has not provided any reasoning or support for considering independent claims 1 and 18 product-by-process claims. As is clear from the preambles of the claims, claim 1 is directed toward a sealing, trimming, or guiding strip and claim 18 is directed toward a method. As such, these claims are not product-by-process claims. The rejection of independent claims 1 and 18 under §103(a) are addressed separately below.

Rejection of Claim 1 under §103(a)

Claim 1 stands rejected as being obvious over Dover. The Applicant respectfully traverses this rejection and asserts that independent claim 1 is non-obvious over Dover. Notably, in addressing claim 1 in the Office Action, the Examiner merely copied and pasted only a portion of independent claim 1 into the Office Action and only added four reference numerals from Dover. Due to this lack of articulation of the present rejection, the Applicant must speculate as to the Examiner's interpretation of Dover with respect to independent claim

1. The Applicant requests clarification regarding the applicability of Dover to each limitation of independent claim 1. In any event, the Applicant considers Dover as being completely inapplicable to claim 1 and respectfully asserts that independent claim 1 is non-obvious over Dover. As set forth below, Dover does not teach or suggest every element of independent claim 1 and, as such, independent claim 1 is non-obvious over Dover.

First, the Examiner states on page 2 of the Office Action that Dover discloses “a rigid reinforcing carrier embedded within the extruding material in a region corresponding to the channel (46, 48).” The Examiner has not identified what element the Examiner considers to be the “extruding material” in Dover. Regardless, the projections 46, 48 of Dover are neither “rigid” nor “embedded within the extruding material,” as claimed in independent claim 1. Specifically, in the paragraph beginning at column 4, line 32, Dover discloses that the projections 46, 48 are formed from an elastic TPE and the legs 34, 36 from which the projections 46, 48 extend are formed from a semi-rigid TPE. In other words, the projections 46, 48 are elastic relative to the legs 34, 36. As such, the projections 46, 48 are not “*rigid* reinforcing carriers” as claimed in independent claim 1. For this reason alone, Dover does not teach or suggest every element of independent claim 1.

Further, the projections 46, 48 are not “embedded in extruding material” as claimed in independent claim 1. In contrast, as clearly shown in Figures 1, 2, 4, and 5, the projections 46, 48 extend from the legs 34, 36, respectively. As such, the projections 46, 48 are not “embedded within extruding material” as claimed in independent claim 1. For this reason alone, Dover does not teach or suggest every element of independent claim 1.

In addition, independent claim 1 claims “a portion of the extruded material along part only of the length thereof having been removed and replaced with molded material which is molded onto and thereby connected to the extruded material.” Notably, the Examiner does not address this element in the Office Action dated May 11, 2009. The Applicant respectfully asserts that Dover does not teach or suggest this element. For this reason alone, Dover does not teach or suggest every element of independent claim 1. Because Dover fails to teach or

suggest every element of independent claim 1, the Applicant respectfully asserts that independent claim 1 is non-obvious over Dover.

Rejection of Claim 18 under §103(a)

Claim 18 stands rejected as being obvious over Dover. The Applicant respectfully traverses this rejection and asserts that independent claim 18 is non-obvious over Dover. Notably, the Examiner's only comment regarding claim 18 is that "[t]he method is inherently shown." The Examiner has not provided any reasoning to support this statement, much less a "clear articulation" as required to support any rejection under §103(a). *See MPEP §2142*. The Applicant requests clarification regarding the applicability of Dover to each limitation of independent claim 18. In any event, the Applicant respectfully asserts that Dover is completely inapplicable to claim 18 and that independent claim 18 is non-obvious over Dover. As set forth below, Dover does not teach or suggest every element of independent claim 1 and, as such, independent claim 18 is non-obvious over Dover.

Dover fails to teach or suggest "removing a portion of the extruded material along part only of the length thereof, and replacing the said portion with molded material which is molded onto and thereby connected to the extruded material," as claimed in independent claim 18. Because Dover fails to teach or suggest every element of claim 18, the Applicant respectfully asserts that independent claim 18 is non-obvious over Dover.

In view of the foregoing, it is respectfully submitted that independent claims 1 and 18 and the claims that depend therefrom, are both novel and non-obvious such that these claims are in condition for allowance, which allowance is respectfully requested. A petition and fee for a one-month extension of time is submitted herewith. Although no additional fees are believed to be due, the Commissioner is authorized to charge our Deposit Account No. 08-2789 in the name of Howard & Howard Attorneys PLLC for any fees or credit the account for any overpayment for this matter.

Respectfully submitted,

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